

Agreements negotiated through the Office of Research Services are not final or binding until reviewed by UNT Legal Affairs and signed by an authorized representative of the University of North Texas.

**UNIVERSITY OF NORTH TEXAS**  
**Denton, Texas**

AGREEMENT NO. GN000XXX

THIS AGREEMENT, by and between the **University of North Texas**, 1501 Chestnut, Denton, Texas, 76203 (hereinafter "UNT") and **XXX**, with business offices located at XXX (hereinafter "Sponsor");

WITNESSETH:

WHEREAS, Sponsor desires that UNT perform certain services, all as herein provided, involving "XXX;" and

WHEREAS, UNT has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

Article 1. Statement of Work

UNT shall use all reasonable efforts to perform the services and deliver the reports and other items specified in the Statement of Work, marked Attachment A, attached hereto and by this reference made a part hereof for all purposes.

Article 2. Key Personnel

UNT shall provide XXX for the work under this Agreement. Other key personnel shall include XXX. If any of the key personnel are removed from employment at UNT for any reason, the parties shall mutually agree as to the individual's replacement by other UNT personnel.

Article 3. Period of Performance and Termination

The period of performance under this Agreement is specified as **MMDDYY** through **MMDDYY** unless sooner terminated in accordance with the terms herein. Either party hereto may terminate this Agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. Sponsor shall be liable for all expenses

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incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination and shall pay UNT for same on receipt of a final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

#### Article 4. Cost and Payment

For the services, counsel, reports, and other items delivered hereunder, Sponsor shall pay UNT on a cost-reimbursable basis in an amount not to exceed XXX Dollars and XXX Cents (\$XXX). In the performance of work under this Agreement, UNT agrees to expend funds primarily in accordance with the budget detailed in Attachment B, Cost Estimate, attached hereto and by this reference made a part hereof for all purposes.

UNT shall submit monthly invoices to Sponsor within thirty (30) days for costs incurred during the preceding period. Invoices should be sent to:

XXX  
XXX  
XXX

Sponsor agrees to reimburse UNT for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Research Services  
University of North Texas  
P.O. Box 305250  
Denton, Texas 76203-5250

#### Article 5. Equipment

Ownership of all permanent and expendable equipment purchased by UNT under this Agreement shall become the sole property of UNT at the time of purchase, and title thereto shall vest solely in UNT.

#### Article 6. Rights in Data, Copyrights and Publication

Title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNT employees in the performance of work under this Agreement

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shall be the sole and exclusive property of UNT, who shall have the sole right to determine the disposition of copyrights or other rights resulting there from, provided, however, that UNT shall grant to Sponsor a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

UNT shall be free to publish the results of work under this Agreement. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNT, who shall have the sole right to determine the disposition of those copyrights.

#### Article 7. Inventions and Patent Rights

Ownership of inventions and discoveries owned or licensed to UNT or Sponsor prior to this Agreement, "Background Intellectual Property," that is provided for the purposes of the Project remain with the Party which made the Background Intellectual Property available. Background Intellectual Property of the parties may include, but is not limited to, the items set forth in Attachment C, Identified Background Intellectual Property.

Title to any invention, discovery or other intellectual property made or conceived solely by an employee or student of UNT during the performance of this Agreement or any related agreement shall remain with UNT, which shall have the sole right to determine the disposition of any patent or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, Sponsor shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated.

Title to any invention, discovery, or other intellectual property made or developed solely by Sponsor during the performance of this Agreement or any related agreement shall remain with the Sponsor, which shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, including the right to determine whether a patent application will be filed.

Any invention, discovery, or other intellectual property made or developed jointly during the performance of this Agreement or any related agreement will be jointly owned by the employers of the inventors, for which purpose only, students of UNT will be treated as if they were employees of UNT. The terms and conditions related to the protection of joint inventions will be negotiated in good faith by UNT and Sponsor and formalized in a separate written agreement.

Sponsor hereby grants to UNT an irrevocable, nonexclusive, royalty-free license to make, have made, use, reproduce, translate and create derivative works from any invention or discovery

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owned or jointly owned by Sponsor under this Agreement for educational and non-commercial research purposes only.

#### Article 8. Notices

All notices or other communications required or permitted under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the following individuals:

For UNT: Kristi Lemmon  
Director, Sponsored Projects  
Office of Research Services  
University of North Texas  
P.O. Box 305250  
Denton, Texas 76203-5250  
Telephone: 940-565-3940  
Fax: 940-565-4277  
Email: [lemmon@unt.edu](mailto:lemmon@unt.edu)

For Sponsor: XXX  
Address XXX  
Telephone: XXX  
Fax: XXX  
Email: XXX

#### Article 9. Independent Contractor

UNT is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by Sponsor. UNT employees shall in no sense be considered employees of Sponsor and neither UNT nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees.

#### Article 10. Indemnification

**Sponsor shall indemnify and hold UNT harmless from and against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts**

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**of UNT, its agents, employees, and subcontractors, done in the conduct of this project; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:**

**a. the negligent failure of UNT to substantially comply with any applicable governmental requirements; or**

**b. the negligence or willful malfeasance of any officer, agent or employee of UNT.**

#### Article 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### Article 12. Amendments

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this Agreement or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of the party.

#### Article 13. Assignment

Neither party to this Agreement may assign their rights and/or duties hereunder without the written permission of the other party.

#### Article 14. Successors and Assignees

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assignees.

#### Article 15. Captions

The captions to the various articles of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

#### Article 16. Publicity

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Neither party to this Agreement may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other, except that UNT may include Sponsor's name, project title, and total contract value in internal and external reports of awards received.

Article 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last signature written below.

**UNIVERSITY OF NORTH TEXAS**

**XXX**

By: \_\_\_\_\_

Andrew M. Harris  
Vice President for Finance and  
Administration

By: \_\_\_\_\_

XXX  
XXX

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**STATEMENT OF WORK**

Sample

**ATTACHMENT B**  
**COST ESTIMATE**

Sample

**ATTACHMENT C**  
**IDENTIFIED BACKGROUND INTELLECTUAL PROPERTY**

Sample